

Case No.: 5:25-cv-00646-WLH-MAA — Registered Mail #RF775824950US — Dated: April 17, 2025

Kevin Walker, *sui juris, In Propria Persona*
C/o 30650 Rancho California Road #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com



Plaintiff, Real Party In Interest, Injured Party
™KEVIN WALKER©

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

Kevin Walker, *sui juris*
Plaintiff/Real Party in Interest/Injured Party

Case No.: 5:25-cv-00646-WLH-MAA

**NOTICE OF FILING FIRST
AMENDED VERIFIED COMPLAINT
AS A MATTER OF COURSE**

vs.

**Chad Bianco,
Steven Arthur Sherman,
Gregory D Eastwood,
Robert C V Bowman,
George Reyes,
William Pratt,
Robert Gell,
Nicholas Gruwell,
Joseph Sinz,
Michael Hestrin,
Miranda Thomson,
RIVERSIDE COUNTY SHERIFF,
THE PEOPLE OF THE STATE OF
CALIFORNIA,
MENIFEE JUSTICE CENTER,
FERGUSON PRAET & SHERMAN A
PROFESSIONAL CORPORATION,
Does 1-100 Inclusive,
Defendant(s).**

COMES NOW, Plaintiff ™Kevin Walker (hereinafter "Plaintiff" and/or "Real Party in Interest"), who is proceeding *sui juris, In Propria Persona*, and by *Special Limited Appearance* (NOT generally).

TO THE HONORABLE COURT AND TO ALL PARTIES:

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Pursuant to **Federal Rule of Civil Procedure 15(a)(1)**, Plaintiff hereby files this **First Amended Verified Complaint**, which supersedes the original complaint filed in this matter.

As of the date of this filing:

- No Defendant has filed a responsive pleading or motion under Rule 12; and
- Plaintiff is therefore entitled to amend as **a matter of course** *without* leave of Court.

This amended complaint removes all references to previously named trust or estate entities and proceeds solely in the name of **Kevin Walker**, who is proceeding *sui juris, In Propria Persona*, and by *Special Limited Appearance* (NOT generally), in his individual capacity as *Real Party in Interest*, and **Secured Party**.

LIST OF EXHIBITS / EVIDENCE:

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**

2. **Exhibit B: Hold Harmless Agreement**

3. **Exhibit C: Private UCC Contract Trust/UCC1 filing #[2024385925-4](#).**

4. **Exhibit D: Private UCC Contract Trust/UCC3 filing ##[2024402990-2](#) .**

5. **E Exhibit E: [Contract](#) Security Agreement #[RF775820621US](#), titled: [NOTICE OF CONDITIONAL ACCEPTANCE](#), and [FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON](#).**

6. **Exhibit F: [Contract](#) Security Agreement #[RF775821088US](#), titled: [NOTICE OF DEFAULT](#), and [FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON](#)**

7. **Exhibit G: [Contract](#) Security Agreement #[RF775822582US](#), titled: [NOTICE OF DEFAULT AND OPPORTUNITY TO CURE](#) AND [NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE](#)**

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**COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
KIDNAPPING.**

8. **Exhibit H:** **Contract** Security Agreement #**RF775823645US**, titled: **Affidavit Certificate** of Dishonor, Non-response, **DEFAULT**, JUDGEMENT, and **LIEN AUTHORIZATION**.

9. **Exhibit I:** Form 3811 corresponding to Exhibit E.

10. **Exhibit J:** Form 3811 corresponding to Exhibit F.

11. **Exhibit K:** Form 3811 corresponding to Exhibit G.

12. **Exhibit L:** Form 3811 corresponding to Exhibit H.

13. **Exhibit M:** INVOICE/TRUE BILL #**RIVSHERTREAS12312024**

14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND' #RF661448567US.

15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.

16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.

17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.

18. **Exhibit R:** Affidavit 'Right to Travel': **CANCELLATION**, **TERMINATION**, AND **REVOCATION** of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991

19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.

20. **Exhibit T:** CITATION/BOND #**TE464702**, accepted **under threat, duress, and coercion**.

21. **Exhibit U:** Private Transport's PRIVATE PLATE displayed on the automobile

22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV (Department of Motor Vehicles).

23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.

24. **Exhibit X:** national/non-citizen national passport card #**C35510079**.

25. **Exhibit Y:** national/non-citizen national passport book #**A39235161**.

26. **Exhibit Z:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.

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27. Exhibit AA: A copy of American Bar Association's 'Attorney In Fact' Definition.

28. Exhibit BB: A Copy of Rule 8.4: (Misconduct) of the American Bar Association.

//

COMMERCIAL OATH AND VERIFICATION:

County of Riverside)

) Commercial Oath and Verification

The State of California)

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 17TH day of APRIL in the year of Our Lord two thousand and twenty five:

proceeding *sui juris*, *In Propria Persona*, by *Special Limited Appearance*,
All rights reserved without prejudice and without recourse.

By: 

Kevin Walker, national, Secured Party

Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.

sui juris, By *Special Limited Appearance*,

By: 

Donahelle Mortel (Witness)

sui juris, By *Special Limited Appearance*,

By: 

Corey Walker (Witness)

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before **April 17, 2025**, I served the within documents:

1. **[AMENDED] VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT, THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY JUDGEMENT AS A MATTER OF LAW.**

2. **Exhibits A through BB.**

3. **NOTICE OF FILING FIRST AMENDED VERIFIED COMPLAINT AS A MATTER OF COURSE**

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas Gruwell,
C/o RIVERSIDE SHERIFF
30755-D Auld Road, Suite L-067
Murrieta, California [92563]

Case No.: 5:25-cv-00646-WLH-MAA — Registered Mail #**RF775824950US** — Dated: **April 17, 2025**

Registered Mail #RF775824929US

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
Santa Ana, California [92705-7101]
Registered Mail #RF775824932US, with form 3811

Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]
Registered Mail #RF775824946US, with form 3811

Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF COURT
350 West 1st Street, Courtroom 9B, 9th Floor
Los Angeles, California [90012]
Registered Mail #RF775824950US, with form 3811

Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF COURT
255 East Temple Street, Suite TS-134
Los Angeles, California [90012]
Registered Mail #RF775824977US, with form 3811

Pam Bondi
C/o U.S. Department of Justice
950 Pennsylvania Avenue, North West
Washington, District of Columbia [20530]
Registered Mail #RF775824963US, with form 3811

Miranda Thomson, Michael Hestrin
C/o RIVERSIDE COUNTY DISTRICT ATTORNEY, THE PEOPLE OF
THE STATE OF CALIFORNIA
3960 Orange Street
Riverside, California [92501]
Registered Mail #RF775825102US, with form 3811

By **Electronic Service**. Based on a contract, and/or court order, and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas Gruwell,
C/o RIVERSIDE SHERIFF
30755-D Auld Road, Suite L-067
Murrieta, California [92563]
rsoscscentral@riversidesheriff.org
jsinz@riversidesheriff.org
wpratt@riversidesheriff.org

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Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
Santa Ana, California [92705-7101]
ssherman@law4cops.com
csherman@law4cops.com

Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]
ssherman@law4cops.com
csherman@law4cops.com
rsoscscscentral@riversidesheriff.org
jsinz@riversidesheriff.org
wpratt@riversidesheriff.org

Patricia Guerrero
C/o Judicial Council of California
455 Gold Gate Avenue
San Francisco, California [94102]
judicialcouncil@jud.ca.gov

Rob Bonta
C/o Office of the Attorney General
1300 "I" Street
Sacramento, California [95814-2919]
Police-Practices@doj.ca.gov

Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF COURT
350 West 1st Street, Courtroom 9B, 9th Floor
Los Angeles, California [90012]
WLH_Chambers@cacd.uscourts.gov

Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF COURT
255 East Temple Street, Suite TS-134
Los Angeles, California [90012]
MAA_Chambers@cacd.uscourts.gov

Pam Bondi
C/o U.S. Department of Justice
950 Pennsylvania Avenue, North West
Washington, District of Colombia [20530]
crm.section@usdoj.gov

Miranda Thomson, Michael Hestrin
C/o RIVERSIDE COUNTY DISTRICT ATTORNEY, THE PEOPLE OF
THE STATE OF CALIFORNIA
3960 Orange Street
Riverside, California [92501]
DAOoffice@rivco.org

I declare under penalty of perjury under the laws of the State of California

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1 that the above is true and correct. Executed on April 17, 2025 in Riverside County,
2 California.

3 /s/Corey Walker/
Corey Walker

4 //

5 **NOTICE:**

6 Using a notary on this document does *not* constitute any adhesion, *nor does it alter*
7 *my status in any manner*. The purpose for notary is verification and identification
8 only and not for entrance into any foreign jurisdiction.

9 **ACKNOWLEDGEMENT:**

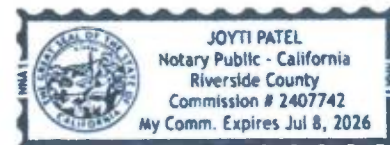
10 State of California)
11) ss.
12 County of Riverside)

A notary public or other officer completing this certificate
verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the
truthfulness, accuracy, or validity of that document.

13 On this 17th day of April, 2025, before me, Joyti Patel, a Notary Public, personally
14 appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to
15 be the person(s) whose name(s) is/are subscribed to the within instrument and
16 acknowledged to me that he/she/they executed the same in his/her/their
17 authorized capacity(ies), and that by his/her/their signature(s) on the instrument
18 the person(s), or the entity upon behalf of which the person(s) acted, executed the
19 instrument.

20 I certify under PENALTY OF PERJURY under the laws of the State of California
21 that the foregoing paragraph is true and correct.

22
23 WITNESS my hand and official seal.



24
25
26 Signature Joyti Patel (Seal)

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Kevin Walker, *sui juris, In Propria Persona*
C/o 30650 Rancho California Road #406-251
Temecula, California [92591]
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Email: team@walkernovagroup.com

Plaintiff, Real Party In Interest, Injured Party
™KEVIN WALKER©

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

Kevin Walker, *sui juris*
Plaintiff/Real Party in Interest/Injured Party

vs.

Chad Bianco,
Steven Arthur Sherman,
Gregory D Eastwood,
Robert C V Bowman,
George Reyes,
William Pratt,
Robert Gell,
Nicholas Gruwell,
Joseph Sinz,
Michael Hestrin,
Miranda Thomson,
RIVERSIDE COUNTY SHERIFF,
THE PEOPLE OF THE STATE OF
CALIFORNIA,
MENIFEE JUSTICE CENTER,
FERGUSON PRAET & SHERMAN A
PROFESSIONAL CORPORATION,
Does 1-100 Inclusive,
Defendant(s).

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[AMENDED] **VERIFIED** COMPLAINT FOR:

1. FRAUD AND MISREPRESENTATION
2. BREACH OF CONTRACT
3. THEFT, EMBEZZLEMENT, AND FRAUDULENT MISAPPLICATION OF FUNDS AND ASSETS
4. FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY
5. MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS PRACTICES
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES AND FRAUD
9. THREATS AND EXTORTION
10. RACKETEERING
11. BANK FRAUD
12. FRAUDULENT TRANSPORTATION AND TRANSFER OF STOLEN GOODS AND SECURITIES
13. TORTURE
14. KIDNAPPING
15. FORCED PEONAGE
16. UNLAWFUL INTERFERENCE, INTIMIDATION, EXTORTION, AND EMOTIONAL DISTRESS
17. DECLARATORY JUDGEMENT & RELIEF
18. DEMAND FOR SUMMARY JUDGEMENT AS A MATTER OF LAW - CONSIDERED, ACCEPTED, AGREED, AND STIPULATED ONE TRILLION (\$1,000,000,000,000.00) JUDGEMENT AND LIEN.

COMES NOW, Plaintiff ™Kevin Walker (hereinafter "Plaintiff" and/or "Real Party in Interest"), who is proceeding *sui juris, In Propria Persona*, and by Special

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1 **Limited Appearance** (NOT generally). Kevin is natural freeborn sovereign and state
2 Citizen of California the republic in its De'jure capacity as one of the several states
3 of the Union 1789. This incidentally makes him a non-citizen national/national
4 American Citizen of the republic as per the De'Jure Constitution for the United
5 States 1777/1789.

6 Plaintiff, appearing by *Special Limited Appearance*, *sui juris*, and *In Propria*
7 *Persona*, asserts his *unalienable* right to contract, as secured by Article I, Section 10
8 of the Constitution, which states: "No State shall... pass any Law impairing the
9 Obligation of Contracts," and thus which *prohibits* states from impairing the
10 obligation of contracts.

11 This clause **unequivocally** prohibits states from impairing the obligation of
12 contracts, including but not limited to, a trust and contract agreement as an
13 'Attorney-In-Fact,' and any private contract existing between Plaintiff and
14 Defendants. A copy of the 'Affidavit: Power of Attorney In Fact,' is attached hereto
15 as Exhibits A and incorporated herein by reference.

16 Plaintiff further invokes his inherent unalienable rights under the Constitution and
17 the common law — rights that predate the formation of the tatse and remain
18 safeguarded by due process of law.

19 **Constitutional Basis:**

20 Plaintiff asserts that their private rights are secured and protected under the
21 Constitution, common law, and exclusive equity, which govern their ability to
22 freely contract and protect their property and interests..

23 Plaintiff respectfully asserts and affirms:

- 24 • "The individual may stand upon his constitutional rights as a citizen. He is
25 entitled to carry on his private business in his own way. His power to
26 contract is unlimited. He owes no such duty [to submit his books and papers
27 for an examination] to the State, since he receives nothing therefrom, beyond
28 the protection of his life and property. His rights are such as existed by the

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1 law of the land [Common Law] long antecedent to the organization of the
2 State, and can only be taken from him by due process of law, and in
3 accordance with the Constitution. Among his rights are a refusal to
4 incriminate himself, and the immunity of himself and his property from
5 arrest or seizure except under a warrant of the law. He owes nothing to the
6 public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201
7 U.S. 43, 47 [1905]).

- 8 • "The claim and exercise of a constitutional **right** **cannot** be converted into a
9 crime." — *Miller v. U.S.*, 230 F.2d 486, 489.
- 10 • "Where **rights** secured by the Constitution are involved, **there can be no rule**
11 **making or legislation** which would abrogate them." — *Miranda v. Arizona*,
12 384 U.S.
- 13 • "There can be no sanction or penalty imposed upon one because of this
14 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 15 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S.
16 (1 Cranch) 137, 177 (1803).
- 17 • "It is not the duty of the citizen to surrender his rights, liberties, and
18 immunities under the guise of police power or any other governmental
19 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 20 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;
21 affords no protection; it creates no office; it is, in legal contemplation, as
22 inoperative as though it had never been passed." — *Norton v. Shelby County*,
23 118 U.S. 425, 442 (1886).
- 24 • "No one is bound to obey an unconstitutional law, and no courts are bound to
25 enforce it." — 16 *Am. Jur. 2d*, Sec. 177, *Late Am. Jur. 2d*, Sec. 256.
- 26 • "Sovereignty itself remains with the people, by whom and for whom all
27 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370
28 (1886).

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Supremacy Clause:

Plaintiff respectfully asserts and affirms that:

- **The Supremacy Clause** of the Constitution of the United States (**Article VI, Clause 2**) establishes that **the Constitution**, federal laws made pursuant to it, and treaties **made under its authority**, constitute the "**supreme Law of the Land**", and thus **take priority over any conflicting state laws**. It provides that state courts are bound by, and state constitutions subordinate to, the supreme law. However, federal statutes and treaties must be within the parameters of the Constitution; **that is, they must be pursuant to** the federal government's **enumerated powers**, and **not violate other constitutional limits on federal power** ... As a constitutional provision identifying the supremacy of federal law, the Supremacy Clause assumes the underlying priority of federal authority, **albeit only when that authority is expressed in the Constitution itself; no matter what** the federal or state governments **might wish to do**, they **must** stay within the boundaries of the **Constitution**.

Plaintiff sues Defendant(s) and assert as **established, considered, agreed** and **admitted** by Defendants:

1. Plaintiff, Kevin Walker, proceeding, *sui juris*, In Propria Person, by Special Limited Appearance, is undisputedly the **holder in due course** of **all** assets, **intangible and tangible**, hold allodial title to all assets, in accordance with UCC § 3-302, and security interest and title has been perfected.
2. Plaintiff is **foreign** to the 'United States', which is a federal corporation, as evidenced by 28 U.S. Code § 3002.
3. Plaintiff is **undisputedly** the Creditor.
4. Plaintiff has explicitly reserved **all** of his inherent unalienable rights, also in accordance with U.C.C. § 1-308, and have waives **none**.

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5. Plaintiff alone undisputedly has exclusive, sole, and complete standing.

Defendants

6. Defendant(s), **Chad Bianco, Steven Arthur Sherman, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Nicholas Gruwell, Joseph Sinz, Michael Hestrin, Miranda Thomson, RIVERSIDE COUNTY SHERIFF, THE PEOPLE OF THE STATE OF CALIFORNIA, MENIFEE JUSTICE CENTER, FERGUSON PRAET & SHERMAN A PROFESSIONAL CORPORATION, Does 1-100 Inclusive, Does 1-100 Inclusive**, according to Law and Statute, are each a 'person,' and/or 'trust' and/or 'individual,' and/or 'bank' as defined by 26 U.S. Code § 7701(a)(1), U.C.C. §§ 1-201 and 4-105, 26 U.S. Code § 581, and 12 U.S. Code § 221a, and/or a 'financial institution,' as defined by 18 U.S. Code § 20 - Financial institution defined, and Defendants are engaged in interstate commerce, and/or doing business in Riverside, California.

7. Defendants are undisputedly the DEBTORS in this matter.

8. Defendants are undisputedly NOT the CREDITOR(S), or an ASSIGNEE(S) of the CREDITOR(S), in this matter.

9. Defendants do NOT have power of attorney in any way.

10. Defendants do NOT have any standing.

11. Defendants are presumed to be in dishonor, in accordance with U.C.C. § 3-505, as evidenced by the attached 'Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION'. A copy is attached hereto as **Exhibit H** and incorporated herein by reference.

Unknown Defendants (Does 1-100)

12. Plaintiff does not know the true names of Defendants Does 1 through 100, inclusive, and therefore sues them by those fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes and thereon alleges that each of these unknown and

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1 fictitiously named Defendant(s) claim some right, title, estate, lien, or interest in the
2 hereinafter-described real property adverse to Plaintiff's title, and that their claims, and
3 each of them, constitute a cloud on Plaintiff's title to that real property.

4 **Description of Affected Private Trust Property:**

5 13. This action affects title to the private Trust property (herein referred to as
6 "private property" and/or "subject property"), a Lamborghini Urus, VIN
7 #ZPBUA1ZL9KLA02762, **including** all ownership, title, interest, and authority over
8 said private property, as well as all bonds, securities, Federal Reserve Notes, assets,
9 **both tangible and intangible, registered and unregistered, and all assets held in**
10 **trust**, as more particularly described in the **authentic** UCC1 filing and NOTICE
11 #2024385925-4 and UCC3 filing and NOTICE #2024402990-2, all filed in the Office
12 of the Secretary of State, State of Nevada, and attached hereto as **Exhibits C and D**,
13 respectively, and incorporated herein by reference.

14 14. This action also affected any titles, investments, interests, principal amounts,
15 **credits**, funds, assets, bonds, Federal Reserve Notes, notes, bills of exchange,
16 entitlements, negotiable instruments, or similar collateralized, hypothecated, and/
17 or securitized items in any manner tied to Plaintiff's signature, promise to pay,
18 order to pay, endorsement, credits, authorization, or comparable actions
19 (collectively referred to hereinafter as "Assets").

20 **Standing:**

21 15. Plaintiff is **undisputedly** the Real Party in Interest, holder in due course,
22 Creditor(s), and hold allodial title to **any and all** assets, registered or unregistered,
23 tangible or intangible, in accordance with contract law, principles, **common law**,
24 **exclusive equity**, the right to equitable subrogation, and the UCC (Uniform
25 Commercial Code). This is further evidenced by the following UCC filings, all duly
26 filed in the Office of the Secretary of State, State of Nevada: **UCC1 filing** NOTICE
27 #2024385925-4 and UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D),
28 and in accordance with UCC §§ 3-302, 9-105, and 9-509.

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1 16. While this action arises out of private trust contracts and fiduciary injuries,
2 the sole Plaintiff is Kevin Walker, *sui juris*, individually and not as trustee or agent
3 for any other party

4 17. Although this matter involves **trust property** and **contractual claims** related
5 to **private trust arrangements**, this action is brought solely by Kevin Walker,
6 proceeding *sui juris*, *In Propria Persona*, as the **Real Party in Interest** and Secured
7 Party Creditor. No party other than Kevin Walker is named as plaintiff herein.

8 18. Plaintiff maintains **exclusive and sole standing** in relation to said assets and
9 their interests, as duly recorded and affirmed by these filing.

10 19. Plaintiff (not Defendants) possesses exclusive equity.

11 20. Defendants do **NOT** have **any** valid interest or standing.

12 21. Defendants do **NOT** have a valid claim to Plaintiff's '**private property**', or
13 '**subject property**', or any of the respective '**Assets**', registered *and* unregistered,
14 tangible *and* intangible.

15 **Unrebutted Facts and Presumptions Established**

16 22. You, as the Defendant(s) and/or Respondent(s), individually and
17 collectively, are deemed to have accepted and agreed to the following established
18 facts, all of which remain unrebutted and stand as truth in commerce, law, and
19 equity:

- 20 1. I, Kevin, proceeding *sui juris*, reserve my natural **common law right** not to be
21 compelled to perform under any **contract** that I did not enter into
22 *knowingly, voluntarily, and intentionally, and with complete and full*
23 *disclosure, and without misrepresentation, duress, or coercion*. And
24 furthermore, I do **not** accept the liability associated with the compelled and
25 pretended "benefit" of any hidden or unrevealed contract or commercial
26 agreement. As such, the hidden or unrevealed contracts that supposedly
27 create obligations to perform, for persons of subject status, are inapplicable to
28 me, and are null and void. If I have participated in any of the supposed

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1 "benefits" associated with these hidden contracts, I have done so under
2 duress, for lack of any other practical alternative. I may have received such
3 "benefits" but I have not accepted them in a manner that binds me to
4 anything.

5 2. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby declare
6 and affirm that, consistent with the **eternal tradition of natural common law**,
7 **unless I have harmed or violated someone or their property, I have**
8 **committed no crime; and I am therefore not subject to any penalty.** I act in
9 accordance with the following **U.S. Supreme Court case**: "The individual
10 may stand upon his **constitutional rights** as a citizen. He is entitled to carry
11 on his **private business** in his own way. **His power to contract is unlimited.**
12 He owes no such duty [to submit his books and papers for an examination] to
13 the State, since he receives nothing therefrom, beyond the protection of his
14 life and property. His rights are such as existed by the law of the land
15 [Common Law] **long antecedent to the organization of the State**, and can
16 only be taken from him by due process of law, and in accordance with the
17 Constitution. Among his **rights** are a **refusal to incriminate himself**, and **the**
18 **immunity of himself and his property from arrest or seizure except under a**
19 **warrant of the law.** He owes nothing to the public so long as he does not
20 trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

21 3. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby **assert,**
22 **affirm, state, and verify** for the record that the 'commercial' and 'for hire'
23 Driver's License/Contract/Bond # **B6735991** has been **canceled, revoked,**
24 **terminated, and liquidated**, as evidenced by instructions and notice accepted
25 by **Steven Gordon**, with the California Department of Motor Vehicles," as
26 **evidenced** by AFFIDAVIT **RIGHT TO TRAVEL CANCELLATION,**
27 **TERMINATION, AND REVOCATION** of **COMMERCIAL "For Hire"**
28 **DRIVER'S LICENSE CONTRACT and AGREEMENT LICENSE/BOND**

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1 #**B6735991** (#**RF661447751US**), attached hereto as **Exhibit D** and incorporated
2 herein by reference.

- 3 4. I, **Kevin: Walker**, *sui juris*, am **not** a "person" when such term is defined in
4 statutes of the United States or statutes of the several states when such
5 definition includes artificial entities. I **refuse to be treated as** a federally or
6 state created entity which is only capable of exercising certain rights,
7 privileges, or immunities as specifically granted by federal or state
8 governments.
- 9 5. I voluntarily choose to comply with the man-made laws which serve to bring
10 harmony to society, but no such laws, nor their enforcers, have any authority
11 over me. I am not in any jurisdiction, for I am not of subject status.
- 12 6. Consistent with the **eternal tradition of natural common law**, unless I have
13 harmed or violated someone or their property, I have committed no crime;
14 **and am therefore not subject to any penalty.**
- 15 7. I, Kevin, *sui juris*, *proceeding sui juris*, hereby declare and re-affirm that, no
16 **valid contract exists compelling my performance by Defendants.**
- 17 8. I, Kevin, *sui juris*, reserve my natural common law right not to be compelled
18 to perform under any contract that I did not enter into knowingly,
19 voluntarily, and intentionally. And furthermore, I do not accept the liability
20 associated with the compelled and pretended "benefit" of any hidden or
21 unrevealed contract or commercial agreement.
- 22 9. As such, any **hidden** or **unrevealed** contracts that supposedly create
23 obligations to perform, for persons of subject status, are inapplicable to
24 me, and are null and void. If I have participated in any of the supposed
25 "benefits" associated with these hidden contracts, I have done so under
26 **duress** and/or for lack of any other practical alternative. I may have
27 received such "benefits" but I have not accepted them in a manner that
28 binds me to anything.

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1 10. Any such participation does not constitute "acceptance" in contract law,
2 because of the absence of **full disclosure** of any valid "OFFER," and
3 voluntary consent *without* misrepresentation or coercion, under contract law.
4 Without a valid voluntary 'offer and acceptance', knowingly entered into by
5 both parties, there is no "meeting of the minds," and therefore no valid
6 contract. **Any supposed "contract" is therefore void, *ab initio***

7 11. I, Kevin, *proceeding sui juris*, **state for the record**, that it is a long-standing
8 legal principle that jurisdiction must be proven on the record and cannot be
9 assumed.

10 12. I, Kevin, *proceeding sui juris*, hereby declare and affirm that, I do no consent
11 to any of the **retaliatory** and **fraudulent** proceedings being conducts by
12 Defendants, including but not limited to, the fraudulent Trust action/CASE
13 NO.: [SWM2303376](#).

14 13. I, Kevin, *proceeding sui juris*, **affirm that, I have NOT injured any man or**
15 **woman nor have I damaged any property.**

16 **Revocation of 'Power of Attorney':**

17 14. Furthermore, I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*,
18 **hereby revoke, rescind, and make void *ab initio***, all powers of attorney, in
19 fact or otherwise, implied in law or otherwise, signed either by me or anyone
20 else, as it pertains to the Social Security Number assigned to, WALKER,
21 KEVIN LEWIS, as it pertains to any BIRTH CERTIFICATE/BANK NOTE,
22 BOND, TRUST, DEPOSIT ACCOUNT, SECURITY, SECURITY ACCOUNT,
23 INVESTMENT, marriage or business licenses, or any other licenses or
24 certificates issued by any and all government or quasi-governmental entities,
25 due to the use of various elements of fraud by said agencies to attempt to
26 deprive me of my Sovereignty and/or property.

27 15. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby waive,
28 cancel, repudiate, and refuse to knowingly accept any alleged "benefit" or

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1 gratuity associated with any of the aforementioned licenses, numbers, or
2 certificates. I do hereby revoke and rescind all powers of attorney, in fact or
3 otherwise, signed by me or otherwise, implied in law or otherwise, with or
4 without my consent or knowledge, as it pertains to any and all property, real
5 or personal, corporeal or incorporeal, obtained in the past, present, or future.
6 I am the sole and absolute legal owner and possess *allodial* title to any and
7 all such property.

8 16. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, also revoke,
9 cancel, and make **void ab initio** all powers of attorney, in fact, in
10 **presumption, or otherwise**, signed either by me or **anyone** else, claiming to
11 act on my behalf, with or without my consent, as such power of attorney
12 pertains to me or any property owned by me, by, but not limited to, any and
13 all quasi/colorable, public, governmental entities or corporations on the
14 grounds of constructive fraud, concealment, and nondisclosure of pertinent
15 facts.

16 **Claim of Entire ESTATE:**

17 17. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, having attained
18 the age of majority and reason under divine law competent first-hand
19 witness to the truth and facts recited herein, hereby makes a claim against the
20 corpus, all property whether real or personal, **tangible or intangible, all**
21 **deposit accounts** blocked by reason of presumption of death of Claimant,
22 cash, credit lines, Credit default swap, all federal funds, collateralized debt
23 obligation, options, derivatives, and futures received by the said court in the
24 said county, state and federal for the administration of the named estate, and
25 all estates in agency, including but not limited to KEVIN LEWIS WALKER, or
26 by whatsoever name the said ESTATE shall be called or *charged*.

27 18. ACTUAL CONSTRUCTIVE NOTICE HAS BEEN GIVEN *and* THIS IS
28 AGAIN ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL

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1 DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE
2 BENEFICIARY/CLAIMANT IN THIS TRUST ACTION FOR THE
3 CLAIMANT'S CLAIM: Notice of absolute claim of all investment,
4 commodity and trust deposit account contract with attached collateral
5 and proceeds to secure collateral, along with claim of TRADENAME/
6 TRADEMARK, COPYRIGHT/PATENT of the Name KEVIN LEWIS
7 WALKER, my mind, body, soul of infants, spirit, and Live Borne
8 Record, and reject and **rebut** all **assumptions and presumptions** of
9 being Property of any Cestui Que Vie Trust/ESTATE as mentioned
10 under **CANON 2055-2056**, and assignment of all debt obligations to the
11 Office of Secretary of the Treasury. Discharge all tax matters in
12 accordance with but *not limited to*, U.C.C. 1-103, 2-202, 2-204, 2-206,
13 3-104, 3-311, 3-601, 3-603, 9-104, 9-105, 9-150, 9-509, and House Joint
14 Resolution 192 of June 5 1933, public law 73-10, and 31 U.S.C. §§ 3123,
15 5118, and 18 U.S.C. 8.

16 19. Defendants, are **undisputedly** the **DEBTORS** in this matter.

17 20. Defendants are **undisputedly** **NOT** the CREDITOR(S), or an ASSIGNEE(S) of
18 the CREDITOR(S), in this matter.

19 21. Defendants do **NOT** have power of attorney in any way.

20 22. Defendants do **NOT** have **any** standing

21 23. The actions of Defendant undermine the fundamental **principles** of
22 fairness and justice enshrined in the Constitution, denying Plaintiffs
23 and/or Affiant the opportunity to be heard and to defend against the
24 allegations. These due process violations not only infringe upon
25 constitutional protections but also **erode public trust in the judicial**
26 **system**

27 24. Defendants actions violate various U.S. Code sections including but not
28 limited to the following:

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1 25. 42 U.S.C. § 1983 – which provides a civil remedy for individuals deprived of
2 constitutional rights under the color of law. The lack of notice and due
3 process constitutes a clear deprivation of rights under both the Fifth and
4 Fourteenth Amendments.

5 26. 18 U.S.C. § 241 – which criminalizes conspiracies to deprive individuals of
6 their constitutional rights. Any coordinated effort or negligence leading to
7 this denial of due process is punishable under this statute.

8 27. 18 U.S.C. § 242 – which prohibits willful deprivation of constitutional rights
9 under the color of law. By advancing legal proceedings without proper
10 notice, Defendants have knowingly violated this protection.

11 28. **All Affidavits Notices and Self-Executing Contract and Security**
12 **Agreements (Exhibits E, F, G, and H) are prima facie evidence of**
13 **fraud, racketeering, identity theft, treason, breach of trust and**
14 **fiduciary duties, extortion, coercion, deprivation of rights under the**
15 **color of law, conspiracy to deprive of rights under the color of law,**
16 **monopolization of trade and commerce, forced peonage, obstruction of**
17 **enforcement, extortion of a national/internationally protected person,**
18 **false imprisonment, torture, creating trusts in restraint of trade**
19 **dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax**
20 **evasion, bad faith actions, dishonor, injury and damage to Affiant and**
21 **proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981),,**
22 **“Appellee had the burden of first proving its prima facie case and**
23 **could do so by affidavit or other evidence.”**

24 **UNLAWFUL ARREST, IMPRISONMENT, AND TORTURE**

25 29. On December 31, 2024, at approximately 9:32am I, Kevin: Walker, *sui juris*,
26 was traveling privately in a private conveyance/ automobile, displaying a
27 ‘PRIVATE’ plate, indicating I was ‘not for hire’ or operating commercially,
28 and the private automobile was not displaying a STATE plate of any sort .

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1 This clearly established that the private automobile was '*not for hire*' or
2 '*commercial*' use and, therefore explicitly classifying the automobile as
3 private property, and NOT within any statutory and/or commercial
4 jurisdiction.

5 30. On **December 31, 2024**, I, Kevin: Walker, *sui juris*, was **not** in violation of any
6 law, nor was I speeding, infringing, or trespassing upon the rights of any man
7 or woman. I was peacefully minding my own business and traveling to obtain
8 groceries for my family.

9 31. I, Kevin: Walker, *sui juris*, simply wish to be left alone in peace and **not** be
10 harassed, stalked, robbed, deprived under color of law, coerced into
11 commercial contracts, extorted, and forced into peonage and/or involuntary
12 servitude.

13 **THERE IS NO 'CORPUS DELICTI'**

14 32. I, Kevin: Walker, *sui juris*, state for the record, that regarding Fraudulent
15 Trust action/CASE NO.: [SWM2303376](#), **there is no corpus delicti – no**
16 **injured party, no damaged property, and no sworn affidavit of harm from**
17 **any living man or woman**. Therefore, this matter is *without* merit, lacks
18 standing, and constitutes an improper attempt to impose authority without
19 lawful jurisdiction. Any further action absent evidence of a valid cause of
20 action is a **violation of due process** and a **deprivation of rights under color**
21 **of law**.

22 33. As a direct result of egregious due process violations and the initiation of a
23 fraudulent CASE/trust action #[SWM2303376](#) by Defendants, against
24 Plaintiff, Plaintiff was subjected to an unlawful arrest, physical restraint in
25 the form of handcuffs, and acts constituting **torture**. These actions inflicted
26 severe mental trauma, undue stress, and significant mental anguish upon
27 Affiant, all in **blatant violation of constitutional protections and**
28 **fundamental principles of justice**.

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34. The private automobile and trust property was not in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate.

35. Upon being unlawfully stopped and arrested by Gregory D Eastwood, Robert C V Bowman, William Pratt, and George Reyes, Affiant, informed all Defendants who willfully conspired on the scene in violation of 18 U.S.C. §§ 241 and 242, that Affiant was a American national of the republic, non-citizen national/ national/ internationally protected person, privately traveling in a private automobile/conveyance, as articulated by Affiant and as also clearly evidenced by the 'PRIVATE' plate on the private automobile.

36. The private automobile is duly reflected on Private UCC Contract Trust/ UCC1 filing #2024385925-4 (Exhibit C).

37. Under **threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and Robert C V Bowman were *presented* with American national/non-citizen national PASSPORT CARD #C35510079 and PASSPORT BOOK #A39235161 (Exhibits X and Y).

38. Defendants, *willfully and intentionally* acted against the Bill of Rights, State Constitution, and Constitution of the United States, even when reminded of their duties to support and uphold the Constitution.

FRUIT OF THE POISONOUS TREE DOCTRINE

39. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/ Respondents are in violation of the Fourth Amendment to the Constitution of the united States of America and constitute an unlawful arrest and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the U.S. Supreme Court, establishes that *any* evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in *any* subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V.

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1 Bowman, George Reyes, William Pratt, and Robert Gell including *but not*
2 *limited to* the issuance of fraudulent citations/contracts under threat, duress,
3 and coercion, render all actions and evidence derived therefrom **void ab**
4 **initio**. See *Wong Sun v. United States*, 371 U.S. 471 (1963).

5 40. I, Kevin, *proceeding sui juris*, hereby re-affirm, re-asset, **declare, and assert**
6 **that all** actions, evidence, and instruments obtained in connection with the
7 unlawful stop and arrest are **inadmissible and void as fruits of the**
8 **poisonous tree**. This includes, but is not limited to, Trust action/CASE/
9 CONTRACT #**SWM2303376** and/or Trust action/CASE/CONTRACT
10 #**B038555 (Exhibit J)** and/or Trust action/CASE/CONTRACT
11 #**MISW2501134**, which was executed under duress, threat, and coercion,
12 while Affiant was unlawfully deprived of liberty and imprisoned against his
13 will, without Affiant's consent.

14 41. Again, for the record, I, Kevin, *proceeding sui juris*, by *Special Limited*
15 *Appearance*, I simply wish to be left alone in peace and not be harassed,
16 stalked, robbed, deprived under color of law, coerced into commercial
17 contracts, extorted, and/or forced into peonage and/or involuntary servitude.
18 I have NOT injured any man or woman nor have I damaged any property.
19 FAILURE TO PROVIDE PROOF AND EVIDENCE

20 42. Defendants are deemed to have **unequivocally agreed by tacit**
21 **acquiescence** that any further attempt to prosecute, proceed, or
22 interfere in these matters shall constitute **fraud, deprivation of rights**
23 **under color of law, judicial fraud, malicious prosecution, conspiracy,**
24 **racketeering (RICO), and multiple violations of federal law, including**
25 **but not limited to 18 U.S.C. §§ 241, 242, and 1962.**

26 43. Defendants **agree and accept** that these matters must be immediately
27 **dismissed and terminated with prejudice**, and that any continued
28 **action, omission, or obstruction shall constitute willful and knowing**

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misconduct under color of law, exposing all involved to personal liability, commercial lien enforcement, and lawful remedy in equity. Affiant and/or Plaintiff(s) accept no liability for any damages arising from your failure to act in honor or law

NO QUALIFIED OR LIMITED IMMUNITY

44. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
45. "Public officials are **not** immune from suit when they transcend their lawful authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d 137 t.
46. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
47. "Judges not only can be sued over their official acts, but could be held **liable for injunctive and declaratory relief and attorney's fees**." **Lezama v. Justice Court**, A025829.
48. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
49. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.

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- 1 50. "It is one of the fundamental maxims of the common law that ignorance of
2 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 3 51. "the people, not the States, are sovereign." — **Chisholm v. Georgia**, 2 Dall. 419,
4 2 U.S. 419, 1 L.Ed. 440 (1793).
- 5 52. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural
6 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke
7 10:17; Col. 3:25. "No one is above the law".
- 8 53. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
9 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). — **Legal maxim:** "To lie is to
10 go against the mind."
- 11 54. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John
12 8:32; II Cor. 13:8) Truth is sovereign — and the Sovereign tells only the truth.
- 13 55. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;
14 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 15 56. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
16 **COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny,
17 admits."
- 18 57. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
19 **COMMERCE.** (Heb. 6:16-17;). "There is nothing left to resolve.
- 20 58. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in
21 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. **Legal maxim:** "It
22 is against equity for freemen not to have the free disposal of their own
23 property."
- 24 59. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**
25 (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong
26 when he can occasions it.")

27 **DEFENDANTS' PRESUMPTION OF DISHONOR UNDER U.C.C. § 3-505**
28 **AND EVIDENCE PROVING DEFENDANTS' DISHONOR:**

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1 **23. The failure of Defendants to rebut or provide any valid evidence of their**
2 **performance is further confirmed by the, 'AFFIDAVIT CERTIFICATE of**
3 **DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN**
4 **AUTHORIZATION"/Self-Executing Contract Security Agreement (Exhibit H),**
5 **which is duly notarized and complies with the requirements of U.C.C. § 3-505.**

6 **24. Under U.C.C. § 3-505, a document regular in form, such as the notarized**
7 **Affidavit Certificate serves as evidence of dishonor and creates a [presumption](#) of**
8 **dishonor.**

9 **U.C.C. § 3-505. [Evidence of Dishonor.](#)**

10 (a) The following are admissible as evidence and create a presumption of
11 dishonor and of any notice of dishonor stated:

12 (1) A document regular in form as provided in subsection (b) which purports
13 to be a protest;

14 (2) A purported stamp or writing of the drawee, payor bank, or presenting
15 bank on or accompanying the instrument stating that acceptance or payment
16 has been refused unless reasons for the refusal are stated and the reasons are
17 not consistent with dishonor;

18 (3) A book or record of the drawee, payor bank, or collecting bank, kept in the
19 usual course of business which shows dishonor, even if there is no evidence
20 of who made the entry.

21 (b) [A protest is a certificate of dishonor made by a](#) United States consul or
22 vice consul, or [a notary public](#) or other person authorized to administer
23 oaths by the law of the place where dishonor occurs. It may be made upon
24 information satisfactory to that person. The protest must identify the
25 instrument and certify either that presentment has been made or, if not made,
26 the reason why it was not made, and that the instrument has been
27 dishonored by nonacceptance or nonpayment. The protest may also certify
28 that notice of dishonor has been given to some or all parties.

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1 25. The notarized 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-
2 RESPONSE, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-
3 Executing Contract Security Agreement (Exhibit L), complies with these
4 requirements and serves as a formal protest and evidence of dishonor under
5 U.C.C. § 3-505, as it clearly documents Defendants' refusal to respond or provide
6 the necessary rebuttal to Plaintiff's claims.

7 26. Defendants **have not** submitted any evidence to contradict or rebut the
8 statements made in the affidavits. As a result, the facts set forth in the affidavits are
9 deemed true and uncontested. *Additionally*, the California Evidence Code § 664
10 and related case law support the presumption that official duties have been
11 regularly performed, and *unrebutted* affidavits stand as **Truth**.

12 27. Defendants may **not** argue, controvert, or otherwise protest the finality of the
13 administrative findings established through the unrebutted affidavits. As per
14 established legal principles, once an affidavit is submitted and not rebutted, its
15 content is accepted as true, and Defendants are barred from contesting these
16 findings in subsequent processes, whether administrative or judicial.

17 **'Foundation of American Sovereignty:**

18 28. The Declaration of Independence (1776) proclaims:

19 "Governments are instituted among Men, **deriving their just powers from**
20 **the consent of the governed.**"

21 29. This foundational document establishes that the **people are the true**
22 sovereigns of this nation.

23 30. The U.S. Constitution and the Bill of Rights serve as a contract that binds
24 the government, securing the People's liberties and **limiting governmental**
25 **authority**. The Tenth Amendment asserts:

26 1. "The powers not delegated to the United States by the Constitution, nor
27 prohibited by it to the States, are reserved to the States respectively, **or to**
28 **the people.**"

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2. This affirms that any power not granted to the federal government remains with the States or the **people**.

SUPREME COURT Affirmations of Sovereignty:

31. The **Supreme Court of the United States (SCOTUS)** has repeatedly affirmed that sovereignty resides in the **people**:

- **Chisholm v. Georgia, 2 U.S. 419 (1793):**

"The sovereignty resides in the **people**... they are truly the sovereigns of the country."

- **Yick Wo v. Hopkins, 118 U.S. 356 (1886):**

"Sovereignty itself remains with the **people**, by whom and for whom all government exists and acts."

- **Lansing v. Smith, 4 Wend. 9 (N.Y. 1829):**

"People of a state are entitled to all the rights which formerly belonged to the King by his prerogative."

- **Marbury v. Madison, 5 U.S. 137 (1803):**

"A law repugnant to the Constitution is void."

- **Sherar v. Cullen, 481 F.2d 946 (9th Cir. 1973):**

"There can be no sanction or penalty imposed upon one because of his exercise of constitutional rights."

Congressional Recognition of Americans as 'Sovereigns':

32. In his 1947 "I Am an American Day" address, Representative **John F. Kennedy** emphasized the active role Citizens must play in preserving liberty:

"The fires of liberty must be continually fueled by the positive and conscious actions of all of us." (JFKLIBRARY.ORG)

33. Further, Congress formally recognized the significance of American sovereignty through the establishment of "I Am An American Day," later designated as **Citizenship Day**:

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1 *"Whereas it is desirable that the sovereign citizens of our Nation be*
2 *prepared for the responsibilities and impressed with the significance*
3 *of their status in our self-governing Republic: Therefore be it Resolved by*
4 *the Senate and House of Representatives of the United States of America in*
5 *Congress assembled, That the third Sunday in May each year be, and hereby*
6 *is, set aside as Citizenship Day..."*

7 This resolution affirms the foundational principle that **sovereignty resides with the**
8 **people**, who are responsible for preserving and exercising their rights and
9 **freedoms.**

10 **Status as a "national" and "state Citizen":**

11 34. Under 8 U.S.C. § 1101(a)(21), the term *national* is defined as:

12 *"A person owing permanent allegiance to a state."*

13 Furthermore, 8 U.S.C. § 1101(B)(22) defines national of the United States as:

14 *"(A) a citizen of the United States, or (B) a person who, though not a citizen of the*
15 *United States, owes permanent allegiance to the United States."*

16 35. This distinction is clear: one can be a **national** without being a citizen of the United
17 States, reinforcing the concept of sovereignty associated with state citizenship.

18 **Distinction Between "state Citizen" and "citizen of the United States"**

19 36. The Courts have **long** recognized that *state citizenship* and *U.S. citizenship* **are**
20 **distinct** legal statuses:

21 • **United States v. Anthony (1873)**

22 *"The Fourteenth Amendment creates and defines citizenship of the United*
23 *States. It had long been contended, and had been held by many learned*
24 *authorities, and had never been judicially decided to the contrary, that there*
25 *was no such thing as a citizen of the United States, except as that condition*
26 *arose from citizenship of some state."*

27 • **Slaughter-House Cases, 83 U.S. 36 (1872)**

28 *"It is quite clear, then, that there is a citizenship of the United States and a*

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1 citizenship of a State, which are distinct from each other and which depend
2 upon different characteristics or circumstances in the individual."

- 3 • **United States v. Cruikshank, 92 U.S. 542 (1875)**

4 "We have in our political system a Government of the United States and a
5 government of each of the several States. Each one of these governments is
6 distinct from the others, and each has citizens of its own who owe it
7 allegiance, and whose rights, within its jurisdiction, it must protect."

- 8 • **Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (1874);**
9 **McDonel v. State, 90 Ind. 320 (1883):**

10 "One may be a citizen of a State and yet not a citizen of the United States."

- 11 • **Tashiro v. Jordan, 201 Cal. 236 (1927):**

12 "That there is a citizenship of the United States and a citizenship of a state,
13 and the privileges and immunities of one are not the same as the other is
14 well established by the decisions of the courts of this country."

- 15 • **Crosse v. Board of Supervisors of Elections, 221 A.2d 431 (1966):**

16 "Both before and after the Fourteenth Amendment to the federal
17 Constitution, it has not been necessary for a person to be a citizen of the
18 United States in order to be a citizen of his state."

- 19 • **Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993):**

20 "The privileges and immunities clause of the Fourteenth Amendment protects
21 very few rights because it neither incorporates any of the Bill of Rights nor
22 protects all rights of individual citizens... Instead, this provision protects only
23 those rights peculiar to being a citizen of the federal government; it does not
24 protect those rights which relate to state citizenship."

25 37. The first clause of the Fourteenth Amendment states:

26 "All persons born or naturalized in the United States, and subject to the
27 jurisdiction thereof, are citizens of the United States and the state wherein
28 they reside."

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38. However, this clause does **NOT** state:

"All persons born or naturalized in the United States, are subject to the jurisdiction thereof..."

39. This confirms that United States citizenship requires both:

H. Being born or naturalized in the United States, *and*

I. Being subject to the jurisdiction of the United States.

Status as "national" / "non-citizen national" (state Citizen)

39. The U.S. Department of State document, Certificates of Non-Citizen Nationality (<https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html>), states:

"Section 101(a)(21) of the INA defines the term '**national**' as 'a person owing permanent allegiance to a state.' Section 101(a)(22) of the INA provides that the term 'national of the United States' includes all U.S. citizens as well as persons who, though not citizens of the United States, owe permanent allegiance to the United States (non-citizen nationals)."

40. 8 U.S.C. § 1101(22) defines national of the United States as:

"(A) a citizen of the United States, **or** (B) a person who, though **not** a citizen of the United States, owes permanent allegiance to the United States."

41. 8 U.S.C. § 1101(a)(22) explicitly stipulates that one can be a '**national of the United States**' without being a 'citizen of the United States' if they owe permanent allegiance to the United States.

42. 22 CFR § 51.2 stipulates that Passports are issued to nationals **only**:

"A passport may be issued **only** to a U.S. national."

43. 22 CFR § 51.3 stipulates the Types of passports issued:

"(a) A regular passport is issued to a **national** of the United States."

"(e) A passport card is issued to a **national** of the United States on the same basis as a regular passport."

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1 44. **18 U.S.C. § 112** stipulates that Protections of foreign officials, official
2 guests, and internationally protected persons, **apply to nationals**. This statute
3 defines terms such as “foreign government,” “foreign official,”
4 “internationally protected person,” “international organization,” “**national** of
5 the United States,” and “official guest,” have **the same meaning**.

6 45. It is unequivocally true that **18 U.S.C. § 112** states that in addition to being a
7 ***national***, a ***national*** is also considered a:

- 8 • **foreign government**
- 9 • **foreign official**
- 10 • **internationally protected person**
- 11 • **international organization**
- 12 • **national of the United States**
- 13 • **official guest**

14 46. The legal framework and court rulings confirm that:

- 15 • One may be a “***state Citizen***” without being a *citizen of the United States*.”
- 16 • The Fourteenth Amendment created *U.S. citizenship*, which is distinct from
17 *state citizenship*.
- 18 • A *national* is someone who owes permanent allegiance to a *state*, not
19 necessarily to the United States.
- 20 • A *national of the United States* could be a *U.S. citizen*, but could also be a *non-*
21 *citizen national* who owes allegiance without being a *U.S. citizen*.

22 Thus, the distinction between *state Citizens* and *U.S. citizens* is a well-established
23 legal principle with profound implications on sovereignty, rights, and legal
24 obligations.

25 **Unrebutted Affidavits, Considered, Agreed, and Stipulated Facts,**
26 **Contract Security Agreements, and Authorized Judgement and Lien:**

27 47. Plaintiff and Defendants are parties to certain Contracts and Security
28 Agreements, specifically contract security agreement numbers

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RF775821088US, #RF775821088US, #RF775822582US, and #RF775823645US.

Each contract security agreement and/or self-executing contract security agreement was **received, considered, and agreed** to by Defendants through **silent acquiescence, tacit agreement, and tacit procurement**. Each contract also includes a corresponding Form 3811, which was signed as evidence of receipt. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN

COMMERCE. (12 Pet. 1:25; Heb. 6:13-15); 'He who does not deny, admits.

AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN

COMMERCE. (Heb. 6:16-17); 'There is nothing left to resolve.' All

referenced contracts and signed Forms 3811 are attached hereto as **Exhibits E, F, G, H, I, J, K, and L** respectively, as follows:

- **Exhibit E:** Contract Security Agreement #RF775820621US, titled: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.
- **Exhibit F:** Contract Security Agreement #RF775821088US, titled: NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON
- **Exhibit G:** Contract Security Agreement #RF775822582US, titled: NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.
- **Exhibit H:** Contract Security Agreement #RF775823645US, titled: Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION.
- **Exhibit I:** Form 3811 corresponding to Exhibit E.

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- 1 • **Exhibit J:** Form 3811 corresponding to Exhibit F.
- 2 • **Exhibit K:** Form 3811 corresponding to Exhibit G.
- 3 • **Exhibit L:** Form 3811 corresponding to Exhibit H.

4 48. **Self-Executing Contract Security Agreement** #[RF775823645US](#) (Exhibit L)
5 was *received, considered, and agreed* to by Defendants, acknowledging and
6 accepting a Judgement, Summary Judgement, and Lien Authorization (in
7 accordance with U.C.C. § 9-509), against Defendants in the amount of [One Trillion](#)
8 [Dollars \(\\$1,000,000,000,000.00\)](#) in lawfully recognized currency, such as gold and
9 silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S.
10 Constitution, **in favor of Plaintiff.**

11 49. Defendants have a duty to respond to all of Plaintiff's NOTICES and binding
12 CONTRACTS, and have intentionally and willfully remained silent and and
13 dishonor.

14 50. Defendants have *received, considered, and agreed* to all the terms
15 of all contract agreements, including the **Self-Executing Contract**
16 **Security Agreement** (Exhibits E, F, G, and H), constituting a bona fide
17 contract under the principles of contract law and the Uniform
18 Commercial Code (U.C.C.). Pursuant to the mailbox rule, which
19 establishes that [acceptance of an offer is effective when dispatched](#)
20 (U.C.C. § 2-206. Offer and Acceptance in Formation of Contract) and
21 principles of silent acquiescence, tacit procurement, and tacit
22 agreement, the acceptance is valid. This acceptance is in alignment with
23 the doctrine of 'offer and acceptance' and the provisions of U.C.C. §
24 2-202, which governs the [final](#) expression of the CONTRACT.
25 Furthermore, under the U.C.C., all assets – whether registered or
26 unregistered – are held subject to the **allodial** title, with Plaintiff
27 maintaining sole and exclusive standing over all real property, assets,
28 securities, both tangible and intangible, registered and unregistered, as

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1 evidenced by UCC1 filing NOTICE #2024385925-4 and UCC3 filing and
2 NOTICE #2024402990-2 (Exhibits C and D).

3 **No Agreement to Arbitration and Defendants are Barred from**
4 **Contesting any of the established Facts:**

5 51. **No Stipulation to Arbitration:** It is important to assert that there is no
6 stipulation to arbitration as evidenced by the *unrebutted verified* commercial
7 Affidavits (Exhibits E, F, G, and H). These Affidavits present facts that all parties
8 have agreed to. Consequently, all issues are considered settled according to the
9 principles of *res judicata, stare decisis, and collateral estoppel*, barring Defendants
10 from contesting any of the findings, established facts, conclusions, or
11 determinations.

12 **Uniform Commercial Code (U.C.C.) Provisions Supporting**
13 **Plaintiff's Claims**

14 52. **U.C.C. § 1-103 – Construction and Application of the Code:** U.C.C. § 1-103
15 ensures that the Uniform Commercial Code (UCC) applies to commercial
16 transactions **unless explicitly stated otherwise**. This section incorporates
17 principles of law and equity, ensuring that:

- 18 • **Common law principles of fraud, duress, and misrepresentation remain**
19 **applicable** and do not negate the enforceability of valid contracts.
20 • The UCC is to be **liberally construed** to promote fair dealing and uphold
21 the **validity of commercial agreements**.
22 • Any contract entered into **in good faith is binding**, unless proven otherwise
23 through clear, rebuttable evidence.

24 In this case, Defendants failed to rebut the terms set forth in the contract and security
25 agreements, thereby affirming their full enforceability under U.C.C. § 1-103.

26 53. **U.C.C. § 2-202 – Final Written Expression, Parol or Extrinsic Evidence:**
27 Under U.C.C. § 2-202, when a **written contract is intended as a final** and
28 **complete expression of an agreement**, its terms **cannot** be contradicted by

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1 **prior agreements, oral statements, or extrinsic evidence.** This section ensures
2 that:

- 3 • The contract and security agreements, as presented in the verified commercial
4 Affidavits, are the final and complete expression of the parties' agreement.
- 5 • Defendants **cannot introduce oral statements, prior discussions, or extrinsic**
6 **evidence** to dispute or alter the contract's terms.
- 7 • Any modifications to the contract must be **explicitly made in writing** and
8 agreed upon by both parties.

9 Since Defendants failed to rebut the contract and affidavits, U.C.C. § 2-202 bars any claims
10 of ambiguity or modification, affirming the enforceability of Plaintiff's claims.

11 54. [U.C.C. § 2-204 - Formation of Contract](#): U.C.C. § 2-204 establishes that a
12 contract is legally formed when there is:

- 13 1. **Intent to contract** between the parties.
- 14 2. **Agreement on essential terms**, even if minor terms remain open.
- 15 3. **Performance or conduct demonstrating acceptance of the contract.**

16 In this case, Defendants:

- 17 • **Demonstrated intent** through their silence, non-response, and
18 acquiescence.
- 19 • **Accepted the terms** by failing to dispute the verified affidavits, making the
20 agreement **self-executing and binding**.
- 21 • **Performed in a manner that affirmed the contract**, either by engaging in
22 financial transactions, receiving notices, or failing to object.

23 As a result, under U.C.C. § 2-204, the contract is **legally enforceable**, and
24 arbitration or further negotiations are unnecessary.

25 55. [U.C.C. § 2-206 - Offer and Acceptance in Contract Formation](#): U.C.C. §
26 2-206 establishes that:

- 27 1. **An offer is deemed accepted when the offeree engages in conduct**
28 **consistent with acceptance.**

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1 **2. A contract is formed when an offer is accepted, even if conditions or**
2 **objections are not expressly stated.**

3 Applying this to Plaintiff's verified claims:

- 4 • Defendants received and *considered* the **verified affidavits, contract, and**
5 **security agreements** but failed to respond or contest them.
- 6 • Under U.C.C. § 2-206, Defendants' **silence constitutes acceptance**, making
7 the contract and obligations **binding and enforceable**.
- 8 • The **verified commercial affidavits and supporting exhibits** serve as *prima*
9 *facie* **evidence** of the existence and validity of the contract.

10 Thus, under U.C.C. § 1-103, 2-204, 2-206, and 3-303 Plaintiff's verified claims are
11 **fully enforceable**, and Defendants' failure to rebut any of them constitutes
12 **uncontested acceptance**.

13 **56. U.C.C. § 3-303 – Value and Consideration for Negotiable**

14 **Instruments:** U.C.C. § 3-303 defines **value and consideration** in the
15 **enforcement of negotiable instruments**. A negotiable instrument is **issued**
16 **for value** when:

- 17 • It is **given in exchange for a promise of performance** or to satisfy a
18 pre-existing obligation.
- 19 • The holder **takes it in good faith and without notice of defects**.
- 20 • It **provides financial or legal benefit** to the party receiving it.

21 In this case:

- 22 • Plaintiff **provided value through agreements, instruments, and**
23 **affidavits**, which Defendants considered and accepted.
- 24 • Defendants' **willful failure to dispute the obligation confirms that**
25 **consideration was validly exchanged**.
- 26 • Under U.C.C. § 3-303, Defendants **cannot claim a lack of**
27 **consideration** to avoid liability, as their conduct establishes their
28 **acceptance of value**.

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1 **57. U.C.C. § 9-509 – Authorization of Financing Statement; Obligation of**
2 **Debtor:** Under U.C.C. § 9-509, a secured party is *authorized* to file a financing
3 statement when:

- 4 • The debtor **has authenticated a security agreement** covering the collateral.
- 5 • The secured party **has control over the collateral as agreed in the security**
- 6 **instrument.**
- 7 • The debtor's failure to rebut or contest the filing **constitutes authorization**
- 8 **by default.**
- 9 • The debtor authorizes the filing in an authenticated record.

10 In this case:

- 11 • **Defendants' failure to rebut the security agreement** affirms that the **lien**
- 12 **and financing statement** are valid and enforceable.
- 13 • **The self-executing contract and security agreement serve as authenticated**
- 14 **proof under U.C.C. § 9-509.**
- 15 • Plaintiff, as a **secured party**, has the **full legal right to perfect and enforce**
- 16 **their lien against Defendants' assets.**

17 Thus, under U.C.C. § 9-509, Plaintiff's lien is **properly perfected and enforceable** as
18 a matter of law.

19 **58. U.C.C. § 9-102 – Definitions and Scope of Security Interests:** U.C.C. § 9-102
20 provides definitions crucial to the enforcement of security agreements, including:

- 21 • **"Secured Party"** – A person in whose favor a security interest is created.
- 22 • **"Debtor"** – A person who has granted a security interest in collateral.
- 23 • **"Collateral"** – Property subject to a security interest.

24 Applying U.C.C. § 9-102 to this matter:

- 25 • Plaintiff is **the secured party with enforceable rights over collateral** under
- 26 the security agreement.
- 27 • Defendants, by failing to contest the claim, have **conceded their role as**
- 28 **debtors.**

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- The assets in question, including **property, negotiable instruments, and funds**, are **collateral lawfully secured by Plaintiff**.

Under U.C.C. § 9-102, the contractual security interests are **valid, perfected, and enforceable** against Defendants, who have waived all objections through inaction.

59. Plaintiff asserts that the provisions of the **Uniform Commercial Code (U.C.C.)**, as outlined above, establish that:

1. **Contracts, negotiable instruments, and security agreements are enforceable** under commercial law.
2. **Defendants' silence, failure to rebut, and inaction constitute binding acceptance** under U.C.C. §§ 2-204, 2-206, and 9-509.
3. **Defendants have waived all rights to contest the contract**, and any claims of fraud, duress, or invalidity are legally barred under U.C.C. §§ 1-103, 2-202, and 3-303.

Accordingly, Plaintiff is entitled to **full enforcement** of **all** claims, security interests, and remedies under the U.C.C.

60. As *considered, agreed, and stipulated* by Defendant(s) in the **unrebutted** verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), Defendants may **not** argue, controvert, or otherwise protest the finality of the administrative findings established through the **unrebutted** verified commercial affidavits. As per established legal principles and **legal maxims**, once an affidavit is submitted and not rebutted, its content is accepted as true, and Defendants are **estopped and barred** from contesting these findings in subsequent processes, **whether administrative or judicial**.

61. As *considered, agreed, and stipulated* by Defendant(s) in the **unrebutted** verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), Defendants or the entity they represent **is/are the DEBTOR(S)** in this matter.

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62. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), Defendants are **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

63. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), Defendants are indebted to Plaintiff in the amount of **One Trillion Dollars (\$1,000,000,000,000.00)** in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.

64. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Defendants do NOT have 'standing.'

65. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), under California Code of Civil Procedure § 437c(c), summary judgement is appropriate when there is no triable issue of material fact and the moving party is entitled to judgement as a matter of law. The unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H) submitted by Plaintiff demonstrate that no triable issues of material fact remain in dispute, and Plaintiff is entitled to judgement based on the evidence presented and as *a matter of law*.

66. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), "Statements of fact contained in affidavits which are **not** rebutted by the opposing party's affidavit or pleadings may[must] be accepted as **true** by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

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67. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), the principles of *res judicata, stare decisis*, and **collateral estoppel** apply to the unrebutted commercial affidavits, establishing that all issues are deemed settled and *cannot* be contested further. These *principles* reinforce the finality of the administrative findings and support the granting of summary judgement, as *a matter of law*. - 'HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.'

Judgement of \$1,000,000,000,000.00 Received, Considered, Agreed to, and Authorized:

68. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Defendants **fully authorize, endorse, support**, and advocate for the entry of a UCC commercial judgement and lien in the amount of One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, **against Defendants, in favor of Plaintiff**, as also evidenced by INVOICE/TRUE BILL #RIVSHERTREAS12312024 which is a part of Exhibit H. INVOICE/TRUE BILL #RIVSHERTREAS12312024 is attached hereto as Exhibit M and incorporated herein by reference.

69. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), should it be **deemed** necessary, the Plaintiff is fully Authorized to initiate the filing of a lien, and the seizing of property to secure satisfaction of the ADJUDGED, DECREED, AND AUTHORIZED sum total due to Affiant, and/or Plaintiff of, One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.

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Defendants' Actions as Acts of War Against the Constitution:

70. The Defendants' conduct constitutes an **outright war against the Constitution** of the United States, its *principles*, and the **rule of law**. By their *bad faith* and deplorable actions, the defendants have demonstrated *willful and intentional* disregard and contempt for the **supreme law of the land**, as set forth in **Article VI, Clause 2 of the Constitution**, which declares that the Constitution, federal laws, and treaties are the supreme law of the land, binding upon all states, courts, and officers.

71. **Violations of Constitutional Protections:** The defendants have intentionally and systematically engaged in acts that directly violate the protections guaranteed to the Plaintiff and the people under the Constitution, including but not limited to:

- **Violation of the Plaintiff's Unalienable Rights:** The defendants have deprived the Plaintiff of life, liberty, and property without due process of law, as guaranteed under the Fifth and Fourteenth Amendments.
- **Subversion of the Rule of Law:** Through their actions, the defendants have undermined the separation of powers and checks and balances established by the Constitution. They have disregarded the judiciary's duty to uphold the Constitution by attempting to operate outside the confines of lawful authority, rendering themselves effectively unaccountable.
- **Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United States is defined as levying war against them or adhering to their enemies, giving them aid and comfort. The defendants' conduct in subverting the constitutional order, depriving citizens of their lawful rights, and unlawfully exercising power without jurisdiction constitutes a form of domestic treason against the Constitution and the people it protects.

72. **Acts of Aggression and Tyranny:** The defendants' actions amount to a usurpation of authority and a direct attack on the sovereignty of the people, who

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are the true source of all government power under the Constitution. As stated in the Declaration of Independence, whenever any form of government becomes destructive of the unalienable rights of the people, it is the right of the people to alter or abolish it. The defendants, through their actions, have positioned themselves as adversaries to this principle, attempting to replace the rule of law with arbitrary and unlawful dictates.

73. Weaponizing Authority to Oppress: The defendants' intentional misuse of their authority to act against the interests of the Constitution and its Citizens is a clear manifestation of tyranny. Rather than serving their constitutional mandate to protect and defend the Constitution, they have actively waged war on it by:

- **Suppressing lawful claims and evidence presented by the Plaintiff** to protect their property and rights.
- **Engaging in acts of fraud, coercion, and racketeering** that strip Plaintiff of their constitutional protections.
- **Dismissing the jurisdictional authority of constitutional mandates**, including but not limited to rights to due process and equal protection under the law.

74. The defendants' actions are not merely breaches of law; they are acts of *insurrection and rebellion against the very foundation of the nation's constitutional framework*. Such acts must not go unchallenged, as they jeopardize the constitutional order, the rights of the people, and the rule of law that ensures justice and equality. Plaintiff call upon the court and relevant authorities to enforce the Constitution, compel accountability, and halt the defendants' treasonous war against the supreme law of the land.

'Bare Statutes' as Confirmation of Guilt and the Necessity of Prosecution by an Enforcer:

75. Plaintiff's incorporation of "bare statutes" does **NOT** exonerate Defendants; rather, it serves as evidence of Defendants' guilt, which they have already

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1 *undisputedly* admitted through their actions and lack of rebuttal to any affidavits,
2 which they have a duty to respond to. The invocation of bare statutes merely
3 underscores the necessity for Plaintiff to compel a formal enforcer, such as a District
4 Attorney or Attorney General, to prosecute the criminal violations. This
5 requirement for enforcement does **NOT** negate the Defendants' culpability but,
6 instead, affirms the gravity of their admitted violations.

7 76. In this matter, the Plaintiff has thoroughly detailed the Defendants' willful
8 and intentional breaches of multiple federal statutes under Title 18, and Plaintiff's
9 *private right(s) of action*.

10 77. Defendants' actions constitute **treasonous** conduct against the
11 **Constitution and the American people**. Their behavior, alongside that of
12 their counsel, reflects an attitude of being above the law, further solidifying
13 their guilt.

14 **Defendants' Presumed to be in Dishonor: U.C.C. § 3-505:**

15 78. Defendants are *presumed* to be in *dishonor*, in accordance with [U.C.C. §](#)
16 [3-505](#), as evidenced by the attached *Affidavit Certificate* of Dishonor, Non-response,
17 **DEFAULT, JUDGEMENT**, and **LIEN AUTHORIZATION** (Exhibit H).

18 79. Defendants **have not** submitted any evidence to contradict or rebut the
19 statements made in the affidavits. As a result, the facts set forth in the affidavits are
20 deemed true and uncontested. *Additionally*, the California Evidence Code § 664
21 and related case law support the presumption that official duties have been
22 regularly performed, and *unrebutted* affidavits stand as **Truth**.

23 80. Defendants may **NOT** argue, controvert, or otherwise protest the
24 finality of the administrative findings established through the unrebutted
25 affidavits. As per established legal principles, once an affidavit is submitted
26 and not rebutted, its content is accepted as true, and Defendants are barred
27 from contesting these findings in subsequent processes, whether
28 administrative or judicial.

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'Special Deposit' and MASTER INDEMNITY BOND: 31 U.S. Code § 5312 and U.C.C. § 3-104

81. This notarized, authorized, and indorsed VERIFIED COMPLAINT itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by **31 U.S. Code § 5312 and U.C.C. § 3-104**, supplemented by the MASTER INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the procedural and substantive requirements of **Rule 67 of the Federal Rules of Civil Procedure**. **Exclusive equity** supports this claim, as it ensures that no competing claims will infringe upon the Plaintiff's established rights to this bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff evidenced as the CREDITOR(S).

82. Janet Yellen, said Successor(s), and/or the United States Treasury is the registered holder and fiduciary of/for Plaintiff's the private **Two Hundred Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND INDEMNITY BOND'** #RF661448567US, which was post deposited to private post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is "insuring, underwriting, indemnifying, discharging, paying and satisfying **all** such account holders and accounts dollar for dollar against **any and all pre-existing, current and future** losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgements, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations **as may exist or come to exist** during the term of this Bond... Each of the said account holders and accounts **shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception** through the above-noted Private Offset Accounts up to and including the full face value of this Bond through maturity." A copy of 'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US is attached hereto as **Exhibit N** and incorporated herein by reference, **and will serve as an additional CAUTION and/**

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1 and/or BOND for immediate adjustment and setoff of any and all costs
2 associated with these matters.

3 12 U.S.C. 1813(L)(1): The term 'Deposit' Defined

4 83. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified
5 commercial affidavits, contract agreement, and self-executing contract security agreements
6 (Exhibits E, F, G, and H), as under 12 U.S.C. 1813(L)(1), ["the term 'deposit' means— the
7 unpaid balance of money or its equivalent received or held by a bank or savings
8 association in the usual course of business and for which it has given or is obligated to
9 give credit, either conditionally or unconditionally, to a commercial, checking, savings,
10 time, or thrift account, or which is evidenced by its certificate of deposit, thrift certificate,
11 investment certificate, certificate of indebtedness, or other similar name, or a check or draft
12 drawn against a deposit account and certified by the bank or savings association, or a
13 letter of credit or a traveler's check on which the bank or savings association is primarily
14 liable: Provided, That, without limiting the generality of the term "money or its
15 equivalent", any such account or instrument must be regarded as evidencing the receipt
16 of the equivalent of money when credited or issued in exchange for checks or drafts or
17 for a promissory note upon which the person obtaining any such credit or instrument is
18 primarily or secondarily liable, or for a charge against a deposit account, or in settlement
19 of checks, drafts, or other instruments forwarded to such bank or savings association for
20 collection.["]

21 GENERALLY Accepted Accounting Principles (GAAP)

22 84. As *considered, agreed, and stipulated* by Defendants in the unrebutted
23 verified commercial affidavits, contract agreement, and self-executing contract
24 security agreements (Exhibits E, F, G, and H), Defendants never at any time risked
25 any of its assets and truly only exchanged the GENUINE ORIGINAL
26 PROMISSORY NOTE for "credit" according to the Generally Accepted Accounting
27 Principles (GAAP). 'Banks' are required to adhere Generally Accepted Accounting
28 Principles and as evidenced by, 12 U.S.C 1831n - 'Accounting objectives,

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1 standards, and requirements: [“(2) Standards (A) Uniform accounting principles
2 consistent with GAAP Subject to the requirements of this chapter and any other
3 provision of Federal law, the accounting principles applicable to reports or
4 statements required to be filed with Federal banking agencies by all **insured**
5 **depository institutions** shall be uniform and consistent with generally accepted
6 accounting principles.”]

7 85. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified
8 commercial affidavits, contract agreement, and self-executing contract security agreements
9 (Exhibits E, F, G, and H), GAAP follows an accounting convention that lies at the heart of
10 the double-entry bookkeeping system called the Matching Principle. This principle
11 works are follows: when a bank accepts bullion, coin, currency, drafts, promissory notes,
12 or any other similar instruments (hereinafter “instruments”) from customers and deposits
13 or records the instruments as assets, it must record offsetting liabilities that match the
14 assets that it accepted from customers. The **liabilities** represent the amounts that the
15 bank owes the customers, funds accepted from customers. If a fractional reserve banking
16 system like the United States banking system, most of the funds advanced to borrowers
17 (assets held by banks) are created by the banks, once they purchase/acquire the TRUE
18 Creditor’s Asset (NOTE, ORDER, DRAFT, LETTER OF CREDIT, MONEY ORDER,
19 SECURITY, ETC.) and are not merely transferred from one set of depositors to another set
20 of borrowers. Said Asset remains an Asset to Plaintiff.

21 86. As *considered, agreed, and stipulated* by Defendants in the unrebutted
22 verified commercial affidavits, contract agreement, and self-executing contract
23 security agreements (Exhibits E, F, G, and H), GAAP is intended to ensure
24 **consistency among financial records, financial transparency, and protection from**
25 **fraud or misleading company reports.**

26 Summary Judgement is Due as a matter of law

27 87. Rule 56(a) of the Federal Rules of Civil Procedure and California Code of
28 Civil Procedure § 437c(c): Summary Judgment is warranted as a matter of law under

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1 Rule 56(a) of the Federal Rules of Civil Procedure and California Code of Civil
2 Procedure § 437c(c), both of which *mandate* judgment where there is no genuine
3 dispute as to any material fact.

4 **88. Defendants are barred from further dispute under the doctrines of:**

- 5 • ***Res Judicata*** – This matter is already conclusively settled by Defendants’
6 failure to rebut.
- 7 • ***Stare Decisis*** – Binding precedent supports Plaintiff’s claims and demands
8 judgment in their favor.
- 9 • ***Collateral Estoppel*** – Defendants are estopped from raising any defenses
10 they failed to assert.

11 **89. *Unrebutted* Affidavits Establish No Disputed Facts:** Plaintiff’s affidavits
12 were submitted in good faith and stand as truth in commerce. These affidavits were
13 served upon Defendants, providing sufficient notice and opportunity to rebut or
14 contest the assertions therein. Defendants’ failure to respond or dispute the
15 affidavits results in a legal presumption of their validity. As a matter of law, an
16 affidavit that is *unrebutted* is deemed admitted and undisputed, thereby precluding
17 any triable issue of fact.

- 18 • Pursuant to ***Res Judicata***, the unrebutted affidavits have the same force
19 and effect as a **judgment** and are now binding upon Defendants.
- 20 • Under the principle of ***Stare Decisis***, binding precedent affirms that
21 undisputed affidavits establish facts conclusively in a civil
22 proceeding.
- 23 • ***Collateral Estoppel*** bars Defendants from re-litigating any issue
24 previously resolved by the unrebutted affidavits, as they have failed to
25 raise a substantive dispute within the prescribed timeframes.

26 **90. Defendants’ Failure to Produce Contradictory Evidence:**

27 Defendants have neither provided competent evidence to dispute Plaintiff’s claims
28 nor identified any material fact requiring trial. Plaintiff’s affidavits, contracts, and

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1 supporting documents (attached hereto as *Exhibits E, F, G, and H*) collectively
2 establish the absence of any genuine dispute. Without contradictory evidence or a
3 triable issue, Plaintiff is **entitled** to judgment as **a matter of law**.

4 **91. Judicially Recognized Finality of Affidavits:** Courts have long held that
5 when **Affidavits** are left *unrebutted*, they stand as Truth and are accepted as fact. See
6 **Morris v. National Cash Register Co.**, 44 Cal.App.2d 811, 813 (1941), which
7 confirms that undisputed evidence is sufficient to warrant summary judgment.
8 Additionally, under Federal and State Rules of Evidence, facts established by
9 affidavit are considered ***binding*** when no counter-affidavit is provided.

10 **92. Supported by Principles of Equity and Law:**

- 11 • **Equity:** It would be inequitable to allow Defendants to delay proceedings
12 when they have failed to rebut or contest the factual assertions of
13 Plaintiff's affidavits.
- 14 • **Law:** Plaintiff has satisfied the procedural and substantive requirements
15 for summary judgment, including providing sufficient admissible
16 evidence to establish their claims.

17 **The COURT is *Barred* From SUMMARILY DISMISSING Anything,**
18 **Especially After The *Overturing* of Chevron**

19 93. The Court is hereby placed on notice that even the mere consideration of
20 “summarily dismissing” anything in this matter constitutes a **constitutional**
21 **violation** and an act of judicial overreach, arbitrary denial of due process, and a
22 *willful* obstruction of justice.

23 94. The ***Overturing* of the Chevron Doctrine** Eliminates *Any* Judicial
24 *Presumption* in Favor of Government or Institutional Parties:.

- 25 • With the **Chevron Doctrine overturned**, courts **no longer have**
26 ***discretion to defer to agency or institutional interpretations of law,***
27 **and every case must be ruled strictly within the confines of the**
28 **Constitution and statutory law.**

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- Any **judicial attempt to summarily dismiss** Plaintiff's verified, un rebutted claims would constitute an **abuse of discretion, a deprivation of due process, and a direct violation of Plaintiff's constitutional rights.**

95. Due Process Requires Full Adjudication, Not Summary Disposition.

- Plaintiff has filed *multiple* **verified, sworn affidavits**, which have gone **uncontested and un rebutted**, and stand as **Truth**.
- Under U.C.C. § 3-505, an *un rebutted* Affidavit creates a **presumption of dishonor**, which the Court cannot arbitrarily ignore.
- Under 28 U.S.C. § 1361, Plaintiff has the right to **compel the performance of a legal duty owed to them by the Court.**
- A case may **only be dismissed summarily if there is no valid claim or cause of action** — which is inapplicable here, as **Defendants have already defaulted and dishonored themselves by failing to rebut the Plaintiff's Conditional Acceptance, and they have admitted everything presented in all Affidavits.**

96. Any Attempt to Dismiss Would Be a Violation of *Res Judicata*, *Stare Decisis*, and Collateral Estoppel.

- **Res Judicata:** The matters before this Court are already settled and decided, and no further litigation is necessary to determine the legal obligations of Defendants.
- **Stare Decisis:** The **binding legal precedents of Marbury v. Madison, Rule 56 FRCP, and California CCP § 437c(c)** require judgment in favor of the Plaintiff.
- **Collateral Estoppel:** Defendants **cannot dispute issues they have already defaulted on**; any attempt to dismiss the case would **ignore the finality of Plaintiff's un rebutted claims and the legally binding nature of their conditional acceptance.**

97. Summary Dismissal Would Constitute Judicial Fraud and Breach of Fiduciary Duty.

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- As a **public trustee of justice**, the Court has a **fiduciary obligation** to uphold constitutional rights and due process.
- Any attempt to **dismiss** this matter — **given that Defendants have already defaulted** — would be tantamount to **judicial fraud** and an **egregious breach of duty under 28 U.S.C. § 1361**.

NOTICE to the COURT: A DEMAND is NOT a mere MOTION

98. The Court is hereby placed on notice that Plaintiff's *Demand* for Summary Judgment is not a mere 'motion' *requesting* discretionary relief but a binding legal notice asserting an *absolute right* to judgment as a matter of law.

99. A Motion is a Request; A Demand Asserts a Right.

- A **motion** asks the court to exercise *discretion* in granting relief.
- A **demand** asserts an existing legal *right* that **must** be acknowledged *and enforced*.

100. Plaintiff's Demand for Summary Judgment is *a Matter of Law*, Not Judicial Discretion

- Under **Rule 56(a) of the Federal Rules of Civil Procedure**, the court "**shall**" **grant summary judgment** when there is **no genuine dispute of material fact**. The word "**shall**" is mandatory, not discretionary.
- **California Code of Civil Procedure § 437c(c)** likewise states: "The motion for summary judgment **shall** be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."
- This establishes that **the Court does not have the discretion to deny or delay judgment** where Defendants have failed to contest the material facts.

101. Failure to Act on a Demand is Judicial Nonperformance and a Due Process Violation.

- Plaintiff has filed **undisputed, sworn affidavits** establishing their claims.

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- Defendants have failed to rebut, respond, or oppose, thereby conceding by tacit acquiescence.
- Judicial failure to rule on a demand where no genuine dispute exists is an obstruction of justice and a due process violation under 28 U.S.C. § 1361.

Unrebutted Affidavits are ‘prima facie’ evidence:

102. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Exhibits E, F, G, and H **are prima facie evidence of fraud, racketeering, identity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant and Plaintiff proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981)., “Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence.”**

Unlawful and Unconstitutional Detainment and Arrest while ‘Traveling’ in Private Automobile:

103. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H):

1. On **December 31, 2024**, at approximately 9:32am, **Kevin: Walker, sui juris**, was **traveling privately** in my **private** automobile, displaying a ‘PRIVATE’ plate, indicating I was ‘not for hire’ or operating commercially, and the private automobile was not displaying a STATE plate of any sort. This clearly established that the **private** automobile was ‘not for hire’ or

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1 'commercial' use and, therefore explicitly classifying the automobile as private
2 property, and NOT within any statutory and/or commercial jurisdiction. A
3 copy of the PRIVATE 'not for hire' or 'commercial' use is attached hereto as
4 Exhibits O and incorporated herein by reference.

5 2. Upon unlawfully stopping and detaining the private traveler(Kevin:
6 Walker), Defendants, including Gregory D Eastwood, Robert C V Bowman,
7 George Reyes, William Pratt, conspired on the scene in violation of 18 U.S.C. §§
8 241 and 242. Photographs of Defendants, Gregory D Eastwood, Robert C V
9 Bowman, and William Pratt, are attached hereto as Exhibits O, P, and Q
10 respectively, and incorporated by reference herein.

11 3. All Defendants on the scene at that time, including Gregory D Eastwood,
12 Robert C V Bowman, George Reyes, William Pratt, were NOTICED that the
13 traveler is a state Citizen, non-citizen national/national/internationally
14 protected person, privately traveling in a private automobile, as articulated by
15 the traveler, and as evidenced by the 'PRIVATE' plate on the private
16 automobile.

17 4. The private automobile and trust property was not in *any* way displaying
18 STATE or government registration or stickers, and was displaying a PRIVATE
19 plate, removing the automobile from the Defendant's jurisdiction. See Exhibit
20 N.

21 5. The private automobile is duly reflected on Private UCC Contract Trust/
22 UCC1 filing NOTICE #2024385925-4 and UCC3 filing and NOTICE
23 #2024402990-2 (Exhibits C and D).

24 6. Under **threat, duress, and coercion, and at gunpoint**, the private
25 traveler(Kevin: Walker) presented Defendants Gregory D Eastwood and Robert
26 C V Bowman national/non-citizen national, #C35510079 and passport book
27 #A39235161. Copy attached hereto as Exhibits O and P respectively, and
28 incorporated herein by reference.

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1 7. Defendant(s), acted against the Constitution, even when explicitly
2 reminded of their duties to support and uphold the Constitution.

3 8. At no point in time were Defendants presented with a CALIFORNIA
4 DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any information
5 added to the CITATION/CONTRACT was done so in fraud, without consent,
6 full disclosure, and thus is *void ab initio*.

7 9. The private traveler and national(Kevin: Walker), should never have been
8 stopped exercising his **inherent** and *unalienable* **right** to travel, in a private
9 automobile that was clearly marked "PRIVATE" and "not for hire" and "not for
10 commercial use.

11 **Fraudulent Alteration of Signature, Coercion, Assault, Torture,**
12 **Kidnapping:**

13 104. As *considered, agreed, and stipulated* by Defendants in the unrebutted
14 verified commercial affidavits, contract agreement, and self-executing contract
15 security agreements (**Exhibits E, F, G, and H**)

16 1. After being kidnapped, handcuffed, tortured, and deprived of rights and livery
17 under the color of law, the private traveler national/internationally protected
18 person(Kevin: Walker), Defendant Robert Gell threatened to "house" the national if
19 he did not sign every document presented, exactly as he (Robert Gell) wanted the
20 national to. Camera records will evidence Robert telling the national return to the
21 release tank for no apparent reason, and then assaulting, shoving, and pushing the
22 national/internationally protected person into the tank at the end of the walk.

23 2. Defendant Robert Gell went as far as aggressively rushing around a desk
24 and assaulting Kevin, and snatching a pen from his hand, simply because the
25 attempted to write 'under duress' by his signature.

26 3. Defendant Robert Gell willfully and intentionally altered Affiant's
27 signature on one document and crossed out 'UCC 1-308,' immediately after
28 Affiant hand wrote it on the document.

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1 4. Defendant Robert Gell stated he had no idea what an attorney-in-fact is
2 and that Kevin: Walker was a, ["]jackass["] for stating that such a thing exists,
3 evidencing Gell's incompetence.

4 **Fruit of the Poisonous Tree Doctrine:**

5 105. Plaintiff further asserts and establishes **again on the record** that the
6 undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions
7 of the Defendants/Respondents are in violation of the Fourth Amendment to the
8 Constitution of the united States of America and constitute an unlawful arrest
9 and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the **U.S.**
10 **Supreme Court**, establishes that **any** evidence obtained as a result of an
11 unlawful stop or detainment is tainted and inadmissible in **any** subsequent
12 proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V.
13 Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited*
14 *to* the issuance of fraudulent citations/contracts under threat, duress, and
15 coercion, render all actions and evidence derived therefrom ***void ab initio***. See
16 *Wong Sun v. United States*, 371 U.S. 471 (1963).

17 106. Plaintiff therefore declares and demands that all actions and evidence obtained
18 in connection with this unlawful stop be deemed inadmissible and void as fruits
19 of the poisonous tree.

20 107. As ***considered, agreed, and stipulated*** by Defendants in the **unrebutted** verified
21 commercial affidavits, contract agreement, and self-executing contract security
22 agreements (Exhibits E, F, G, and H).

23 **Use defines classification:**

24 1. It is **well established law** that the **highways** of the state are **public**
25 **property**, and **their primary and preferred use is for private**
26 **purposes**, and that their use for purposes of gain is special and
27 extraordinary which, generally at least, the legislature may prohibit or
28 condition as it sees fit." **Stephenson vs. Rinford**, 287 US 251; **Pachard**

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1 vs Banton, 264 US 140, and cases cited; Frost and F. Trucking Co. vs.
2 Railroad Commission, 271 US 592; Railroad commission vs. Inter-
3 City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater
4 Lines, 164 A. 313

- 5 2. The **California Motor Vehicle Code, section 260**: Private cars/vans
6 etc. not in commerce / for profit, are immune to registration fees:

7 (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to
8 be **REGISTERED** under this code".

9 (b) "Passenger vehicles which are **not used** for the transportation
10 of persons **for hire**, compensation or profit, and housecars, are
11 **not commercial vehicles**".

12 (c) "a vanpool vehicle is not a **commercial** vehicle."

- 13 3. **18 U.S. Code § 31 - Definition**, expressly stipulates, "The term "**motor**
14 **vehicle**" means every description of carriage or other contrivance
15 propelled or drawn by mechanical power **and used for commercial**
16 **purposes** on the highways in the transportation of passengers,
17 passengers and property, or property or cargo".

- 18 4. A vehicle not used for **commercial** activity is a "consumer goods",
19 ...it is **NOT** a type of vehicle **required** to be registered and "use
20 tax" paid of which the tab is evidence of receipt of the tax." Bank
21 of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP
22 9-109.14.

- 23 5. " The '**privilege**' of using the streets and highways by the operation thereon of
24 motor carriers **for hire** can be acquired only by permission or license from the
25 state or its political subdivision. " — Black's Law Dictionary, 5th ed, page 830.

- 26 6. "It is held that a tax upon common carriers by motor vehicles is based upon
27 a reasonable classification, and does not involve any unconstitutional
28 discrimination, although it does **not** apply to **private** vehicles, or those

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- 1 used by the owner in his own business, and not for hire.” **Desser v. Wichita,**
2 **(1915) 96 Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R.**
3 **22.**
- 4 7. “Thus self-driven vehicles are **classified according to the use** to which they
5 are put rather than according to the means by which they are propelled.” Ex
6 Parte Hoffert, 148 NW 20.
- 7 8. In view of this rule a statutory provision that the supervising officials
8 “**may**” exempt such persons when the transportation is not on a [commercial](#)
9 basis means that they “**must**” exempt them.” **State v. Johnson, 243 P. 1073;**
10 **60 C.J.S. section 94 page 581.**
- 11 9. “**The use to which an item is put, rather than its physical characteristics,**
12 determine whether it should be classified as “consumer goods” under UCC
13 9- 109(1) or “equipment” under UCC 9-109(2).” **Grimes v Massey Ferguson,**
14 **Inc., 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).**
- 15 10. “Under UCC 9-109 there is a real distinction between goods purchased for
16 personal use and those purchased for business use. The two are mutually
17 exclusive and the **principal use to which the property is put should be**
18 **considered as determinative.” James Talcott, Inc. v Gee, 5 UCC Rep Serv**
19 **1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).**
- 20 11. “**The classification of goods in UCC 9-109 are mutually exclusive.”**
21 **McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766;**
22 **260 Md 601, 273 A.2d 198 (1971).**
- 23 12. “**The classification of “goods” under [UCC] 9-109 is a question of fact.”**
24 **Morgan County Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836**
25 **P.2d 1051 (Colo. App., 1992).**
- 26 13. “**The definition of “goods” includes an automobile.” Henson v Government**
27 **Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark**
28 **273, 516 S.W.2d 1 (1974).**

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14. **"No State government entity has the power to allow or deny passage on the highways**, byways, nor waterways... transporting his vehicles and personal property for either recreation or business, but by being subject only to local regulation i.e., safety, caution, traffic lights, speed limits, etc. **Travel is not a privilege requiring, licensing, vehicle registration, or forced insurances.**" *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22.

The RIGHT to Travel is not a Privilege:

15. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by your Creator and restated by our founding fathers as Unalienable and cannot be taken by any Man / Government made Law or color of law known as a private "Code" (secret) or a "Statute."

16. **"Traveling** is passing from place to place--act of **performing journey**; and **traveler is person who travels.**" *In Re Archy* (1858), 9 C. 47.

17. **"Right** of transit through each state, with every species of property known to constitution of United States, and recognized by that paramount law, is secured by that instrument to each citizen, and does not depend upon uncertain and changeable ground of mere comity." *In Re Archy* (1858), 9 C. 47.

18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty". We are first concerned with the extent, if any, to which Congress has authorized its curtailment. (Road) *Kent v. Dulles*, 357 U.S. 116, 127.

19. The **right** to **travel** is a part of the "liberty" of which the citizen cannot be deprived without due process of law under the Fifth Amendment. So much is conceded by the solicitor general. In Anglo Saxon law that right was emerging at least as early as Magna Carta. *Kent v. Dulles*, 357 U.S. 116, 125.

20. "Even the legislature **has no power** to deny to a citizen the **right** to travel upon the highway and transport his property in the ordinary course of his

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1 business or pleasure, though this right may be regulated in accordance with
2 public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337
3 Ill. 200, 169 N.E. 22, 206.

4 21. "... It is now universally recognized that the state does possess such
5 power [to impose such burdens and limitations upon private carriers
6 when using the public highways for the transaction of their business]
7 with respect to common carriers using the public highways for the
8 transaction of their business in the transportation of persons or
9 property for hire. That rule is stated as follows by the **supreme court**
10 **of the United States**: 'A citizen may have, under the fourteenth
11 amendment, the **right** to travel and transport his property upon them
12 (the public highways) by **auto vehicle**, but **he has no right to make**
13 **the highways his place of business by using them as a common**
14 **carrier for hire**. Such use is a privilege which may be granted or
15 withheld by the state in its discretion, without violating either the due
16 process clause or the equal protection clause.' (*Buck v. Kuykendall*, 267
17 U. S. 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].

18 22. "The **right** of a citizen to travel upon the highway and transport his property
19 thereon in the ordinary course of life and business **differs radically an**
20 **obviously from that of one who makes the highway his place of business**
21 **and uses it for private gain**, in the running of a stage coach or omnibus. The
22 former is the usual and ordinary **right** of a citizen, a **right** common to all;
23 while the latter is special, unusual and extraordinary. As to the former, the
24 extent of legislative power is that of regulation; but as to the latter its power
25 is broader; the right may be wholly denied, or it may be permitted to some
26 and denied to others, because of its extraordinary nature. This distinction,
27 elementary and fundamental in character, is recognized by all the
28 authorities."

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- 1 23. "Even the legislature has no power to deny to a citizen the **right** to travel
2 upon the highway and transport his/her property in the ordinary course of
3 his business or pleasure, though this right may be regulated in accordance
4 with the public interest and convenience." ["regulated" means traffic safety
5 enforcement, stop lights, signs etc.] — Chicago Motor Coach v. Chicago, 169
6 NE 22.
- 7 24. "The claim and exercise of a constitutional **right** cannot be converted into a
8 crime." — Miller v. U.S., 230 F 2d 486, 489.
- 9 25. "There can be no sanction or penalty imposed upon one because of this
10 exercise of constitutional **rights**." — Sherar v. Cullen, 481 F. 945.
- 11 26. The **right** of the citizen to **travel** upon the highway and to transport his
12 property thereon, in the ordinary course of life and business, differs
13 radically and obviously from that of one who makes the highway his place
14 of business for private gain in the running of a stagecoach or omnibus." —
15 State vs. City of Spokane, 186 P. 864.
- 16 27. "The **right** of the citizen to **travel** upon the public highways and to transport
17 his/her property thereon either by carriage or automobile, is **not** a mere
18 **privilege** which a city [or State] may prohibit or permit at will, but a
19 common right which he/she has under the **right** to life, liberty, and the
20 pursuit of happiness." — Thompson v. Smith, 154 SE 579.
- 21 28. "The **right** of the Citizen to **travel** upon the public highways and to
22 transport his property thereon, in the ordinary course of life and
23 business, is a common **right** which he has under the **right** to enjoy life
24 and liberty, to acquire and possess property, and to pursue happiness
25 and safety. It includes the right, in so doing, to use the ordinary and
26 usual conveyances of the day, and under the existing modes of **travel**,
27 includes the right to drive a horse drawn carriage or wagon thereon or
28 to operate an automobile thereon, for the usual and ordinary purpose

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- 1 of life and business.” — Thompson vs. Smith, supra.; Teche Lines vs.
2 Danforth, Miss., 12 S.2d 784.
- 3 29. "The use of the highways for the purpose of **travel** and transportation is not
4 a mere **privilege**, but a common and fundamental **Right** of which the public
5 and the individual cannot be rightfully deprived.” — Chicago Motor Coach
6 vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214
7 SSW 607; 25 Am.Jur. (1st) Highways Sect.163.
- 8 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived without
9 due process of law under the Fifth Amendment. This Right was emerging as early
10 as the Magna Carta.” — Kent vs. Dulles, 357 US 116 (1958).
- 11 31. "The state **cannot** diminish **Rights** of the people.” — Hurtado vs. California,
12 110 US 516.
- 13 32. "Personal liberty largely consists of the Right of locomotion -- to go where
14 and when one pleases — only so far restrained as the Rights of others may
15 make it necessary for the welfare of all other citizens. The **Right** of the
16 Citizen to **travel** upon the public highways and to transport his property
17 thereon, by horse drawn carriage, wagon, or automobile, is not a mere
18 **privilege** which may be permitted or prohibited at will, but the
19 common **Right** which he has under his **Right** to life, liberty, and the pursuit
20 of happiness. Under this Constitutional guarantee one may, therefore, under
21 normal conditions, **travel** at his inclination along the public highways or in
22 public places, and while conducting himself in an orderly and decent
23 manner, neither interfering with nor disturbing another's Rights, he will be
24 protected, not only in his person, but in his safe conduct.” — II Am.Jur. (1st)
25 Constitutional Law, Sect.329, p.1135.
- 26 33. Where **rights** secured by the Constitution are involved, **there can be no rule**
27 **making or legislation** which would abrogate them.” — Miranda v. Arizona,
28 384 U.S.

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34. "The state cannot diminish **Rights** of the people." — Hurtado vs. California, 110 US 516.

NO QUALIFIED OR LIMITED IMMUNITY

35. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.

36. "Public officials are **not** immune from suit when they transcend their lawful authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d 137 t.

37. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.

38. "Judges not only can be sued over their official acts, but could be held **liable for injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice Court**, A025829.

39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.

40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.

41. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.